



City of Ketchum

## CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: January 5, 2025 Staff Member/Dept: Ben Whipple – Public Works

Agenda Item: 2026 Downtown Chip Seal Project Award

### Recommended Motion:

I move to approve the award of 2026 Downtown Chip Seal project to Boswell Asphalt Paving Solutions Inc.

### Reasons for Recommendation:

- As directed by council during Mobility Master Plan on Dec. 16<sup>th</sup> and in the name of minimizing disturbance and negative impact to local community and businesses, staff suggests council to authorize outsourcing the 2026 downtown chip seal initiative
- Boswell Asphalt Paving Solutions Inc submitted the low bid in our public project bid opening that ended on November 20<sup>th</sup>, 2025
- Weather permitting, Boswell's team plans to conduct the chip seal in mid-June for approximately 4 days followed by a fog coat and striping immediately after
- Scheduling of the streets being treated will be coordinated to avoid isolating any residents or businesses withing closure areas
- A map of the roads to be treated is included in the staff packet.

### Policy Analysis and Background (non-consent items only):

### Sustainability Impact:

No direct impact.

### Financial Impact:

None OR Adequate funds exist in account:	Staff assessed end of year CIP commitments and determined there are sufficient funds within the CIP without effecting existing Repair/Maintenance/Preservation projects.
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### Attachments:

- PO 26076
- 2026 Chip Seal Map
- Boswell Asphalt Paving Solutions Inc – 2025 Downtown Chip Seal Bid



# CITY OF KETCHUM

PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
Administration 208-726-3841 (fax) 208-726-8234

## PURCHASE ORDER

BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

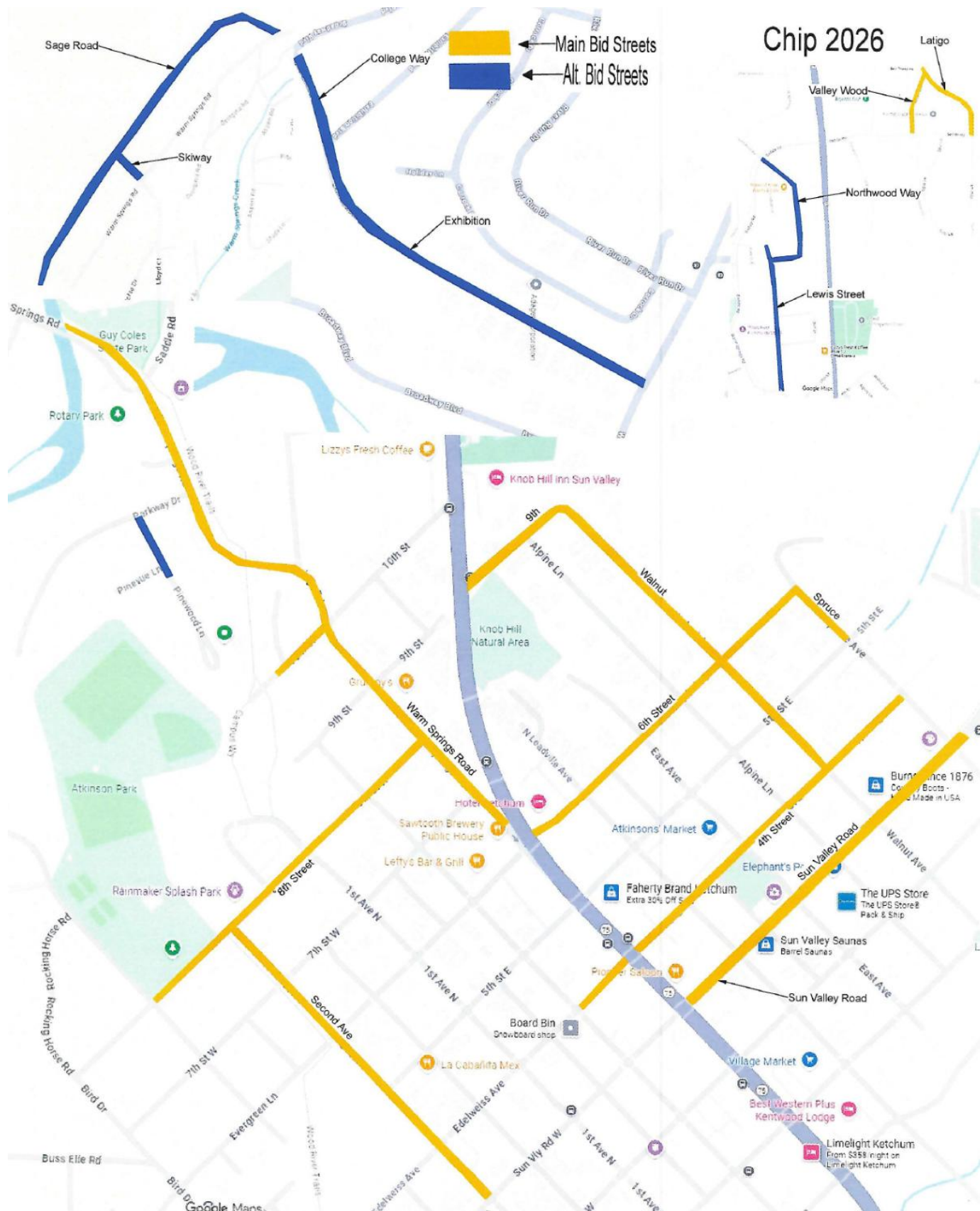
PURCHASE ORDER - NUMBER: 26076

<b>To:</b> 6451 BOSWELL ASPHALT PAVING SOLUTIONS, INC	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
12/23/2025	KCHOMA	KCHOMA			

Quantity	Description	Unit Price	Total
1.00	2026 Chip Seal 03-4193-7611	463,810.96	463,810.96
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		463,810.96

\_\_\_\_\_  
Authorized Signature





# INVITATION TO BID

## CITY OF KETCHUM | CHIP-SEALING OF DOWNTOWN STREETS NOVEMBER 12TH, 2026

### DESCRIPTION OF WORK:

The Base Bid project consists of chip-sealing the following downtown streets & striping:

Street Name	Section	Est. SQY
Warm Springs Road	6th Street to bridge	14,165
Valley Wood		2,618
Latigo		2,945
10th Street	Warm Springs Road to Hemingway Elementary	2,150
Sun Valley Road	Main Street to City limit	6,500
6th Street	Main to Spruce	5,000
Spruce	5th Street to 6th Street	872
9th Street	Hwy 75 to Walnut	1,396
Walnut Ave	9th Street to 4th Street	4,835
4th Street	Washinton to Spruce	4,450
Second Ave	Sun Valley Road to 8th Street	9,019
8th Street	Warm Springs Road to 3rd Ave	4,900
	<b>Estimated Total Square Yards</b>	<b>58,850</b>

CHIP SEAL BASE BID STRIPING WORK LIST	UOM
<b>Crosswalks</b>	<b>EA</b>
Continental Style Crosswalks, 24" Straight Bars, Approx 9' Wide, 65' Long	7
Transverse Style Crosswalks, 24"	31
Crosswalks with Diagonal Crossings (Intersection)	1
<b>Line Striping</b>	<b>LF</b>
Double Yellow Center line Striping	2,527
4" Yellow Striping	11,907
4" White Striping	4,047
6" White Striping	1,725
<b>Additional Paint Markings</b>	<b>EA</b>
Stop Bars, 24" x 12'	27
Bike with Sharrow-White on Green Box	18
Bike Stencil	12

## INVITATION TO BID

Handicap Stencil, White on Blue	1
Turn Arrows	22
Speed Hump Markings	2
Large X-ING for Road	2
5 Bar Triangle for Road	2

### **Bid Alternate #1 for Additional Streets includes the following:**

Street Name	Section	Est. SQY
Sage Road	Warm Springs Road to dead end.	7,500
Skiway Drive	Warm Springs Road to Sage Road	850
Exhibition/College Way	Warm Springs Road to Broadway	3,560
Pinewood		1,300
Lewis and Northwood	Industrial	19,200
	<b>Estimated Total Square Yards</b>	<b>32,410</b>

CHIP SEAL BID ALT #1 BID STRIPING WORK LIST	UOM
<b>CROSSWALKS</b>	<b>EA</b>
Continental Style Crosswalks, 24" Straight Bars, Approx 9' Wide, 65' Long	3
Transverse Style Crosswalks, 24"	2
<b>Line Striping</b>	<b>LF</b>
Double Yellow Center line Striping	2,783'
4" Yellow Striping	4,747'
6" White Striping	86'
<b>Additional Paint Markings</b>	<b>EA</b>
Stop Bars, 24" x 12'	4
Handicap Stencil, White on Blue	1
Turn Arrows	2
Large X-ING for Road	2
5 Bar Triangle for Road	2

### **SCOPE OF WORK**

Bidders shall provide all the equipment necessary to work and a detailed mobilization plan and timeline. The project must be completed in June of 2026. Base scope of work includes approximately 58,850 square yards of road surface (see map for reference locations) and associated striping. Bid Alternate #1 consists of an additional 32,410 square yards of road surface and associated striping. **Provided quantities are for reference only; bidders are pricing full scope of identified roads.**

## INVITATION TO BID

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The City reserves the right to 1.) cancel the bid for any reason, 2.) reduce or increase the project scope by up to 25%.

Project requirements:

- CRS-2R applied at a rate of .43
- Quick seal 60 applied at a rate of .10
- ½ ITD spec chips

Base scope contractor included duties:

- Protect all utility covers and drain inlet from oil and aggregate
- Apply emulsified asphalt
- Apply aggregate
- Roll aggregate
- Sweep up and dispose of excess aggregate off site
- Apply Fog seal
- Re-stripe all paint markings
- Traffic control to be provided by contract

Contractor supplied equipment:

- asphalt distributor
- minimum of one (1) pneumatic roller
- chip spreader
- dump trucks for hauling aggregate
- sweepers capable of depositing swept chips into dump trucks

Bidders shall provide:

- Completely filled Bid Form from below
- A mobilization plan and project timeline with closure strategy

**OBTAINING CONTRACT DOCUMENTS:** Project bid will be posted on Wednesday, November 12, 2025, online at <https://www.ketchumidaho.org/administration/page/bids-and-requests-proposals> or by submitting an email request to Trent Donat, City Clerk & Business Manager ([tdonat@ketchumidaho.org](mailto:tdonat@ketchumidaho.org)). Questions or concerns should also be addressed to [tdonat@ketchumidaho.org](mailto:tdonat@ketchumidaho.org).

**PREBID:** A non-mandatory Prebid review will be held on Thursday, November 20th, 2025, at 11:30 a.m. at Ketchum City Hall – Warm Springs Conference Rm. Contractors interested in bidding on the project are encouraged to attend in person or virtually.

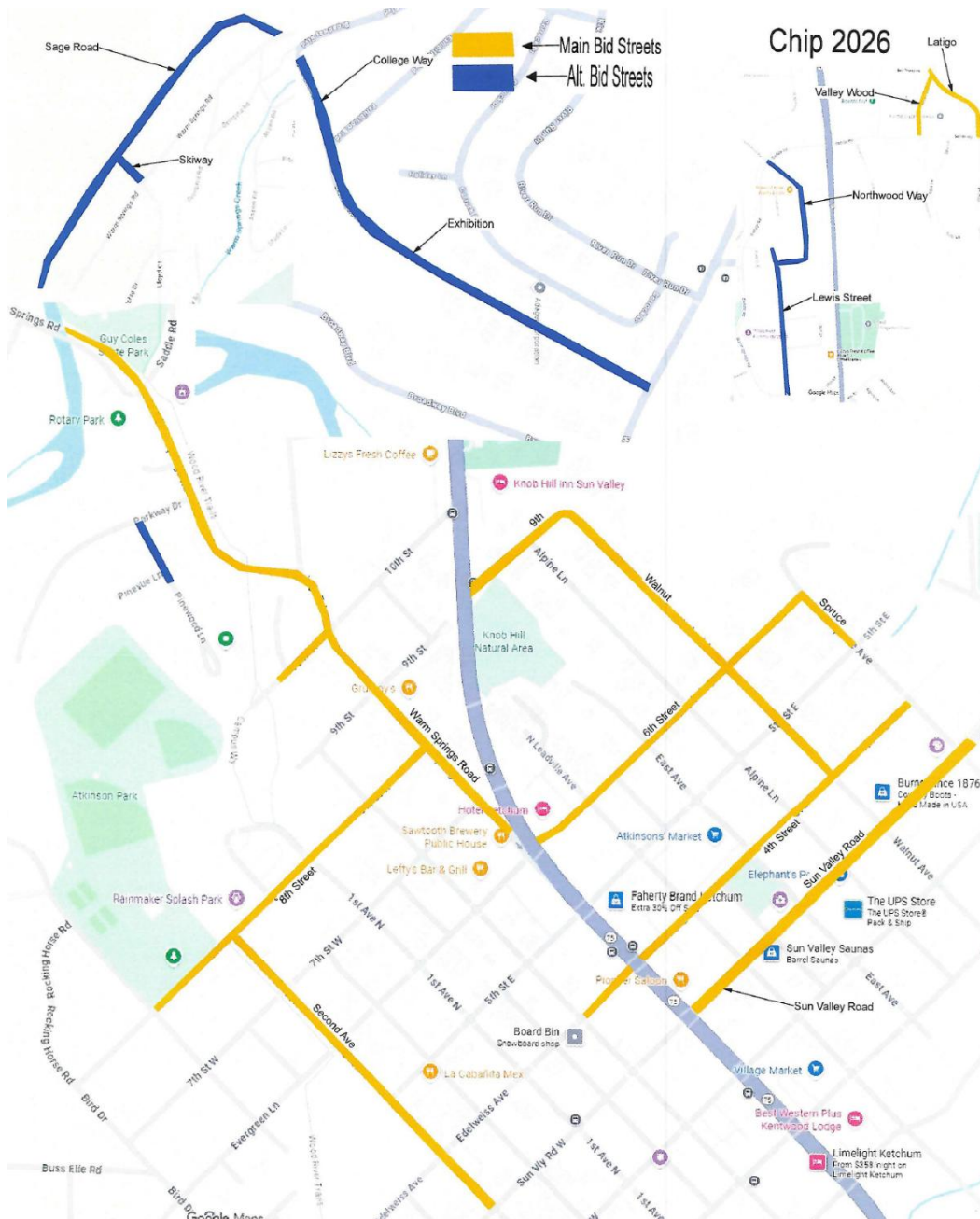
Meeting Link: [Join the meeting now](#)

Meeting ID: 268 636 450 206 8

## INVITATION TO BID

Passcode: co6uZ6U4

**SUBMISSION OF BIDS:** Address sealed bids for the 2026 CHIP-SEALING of DOWNTOWN STREETS project to “City of Ketchum” and mail to P.O. Box 2315, Ketchum, ID 83340 or email to [tdonat@ketchumidaho.org](mailto:tdonat@ketchumidaho.org). Bids will be accepted until **3:00 p.m., local time on Wednesday, November 26, 2025**, and then publicly opened and read aloud at Ketchum City Hall (191 5<sup>th</sup> Street West, Ketchum, Idaho, 83340).





*NOTE TO BIDDER: Use BLACK or BLUE in for completing this BID FORM*

To: City of Ketchum

Address: 191 5<sup>th</sup> Street West, Ketchum, ID 83340  
PO Box 2315, Ketchum, ID 83340

Project Identification: 2026 DOWNTOWN CHIP SEAL

**1 BIDDER'S DECLARATION AND UNDERSTANDING**

- 1.01 Bidder accepts all the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid Security. The bid will remain subject to acceptance for 30 days after the Bid Opening, or for such longer period of time that the Bidder may agree to in writing upon request of the Owner.
- 1.02 In compliance with the Instruction to Bidders, the BIDDER hereby proposes to perform all WORK for the 2026 DOWNTOWN CHIP SEAL in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below. The BID prices include all labor, materials, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Prices shall also include all applicable taxes, overhead, profit, and fees.
- 1.03 By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.
- 1.04 The BIDDER acknowledges that no special interpretation or inference of intent is to be given to any different formats of different Specifications sections.
- 1.05 In submitting this Bid, the BIDDER acknowledges and accepts the CONTRACTOR's representations as more fully set forth in the AGREEMENT.
- 1.06 The BIDDER understands that quantities listed are approximate and the OWNER reserves the right to increase or decrease individual items as may be, in his sole judgment, to his best interest depending upon conditions encountered or observed during the execution of the WORK.
- 1.07 In addition to this BID FORM, the BIDDER agrees that the following shall form part of this BID:
- 1.07.1 BID SECURITY



**1.07.2 BID PROPOSAL – SCHEDULE OF ITEMS AND PRICES****1.07.3 LISTING OF SUBCONTRACTORS****1.08 BIDDER accepts the terms and conditions of the CONTRACT DOCUMENTS.**

The term " DOCUMENTS" means and includes the following:

**1.08.1 5.01 INVITATION TO BID****1.08.2 5.03 BID FORM****1.08.3 5.04 BID BOND****1.08.4 5.05 BID PROPOSAL- PRICES****1.08.5 5.07 NOTICE OF AWARD & ACCEPTANCE BY CONTRACTOR****1.08.6 5.08 AGREEMENT****1.08.7 5.09 PAYMENT BOND****1.08.8 5.10 PERFORMANCE BOND****1.08.9 5.11 CERTIFICATE OF INSURANCE****1.08.10 5.12 NOTICE TO PROCEED & ACCEPTANCE BY CONTRACTOR****1.08.11 5.13 STANDARD FORMS****2 CONTRACT EXECUTION AND BONDS**

2.01 The Bidder understands and agrees that if a contract is awarded, OWNER may elect to modify the scope of work as best serves the interests of OWNER.

2.02 The undersigned BIDDER agrees, if this Bid is accepted, to enter into an Agreement with OWNER on the form included in the Bidding Documents, to perform and furnish Work as specified or indicated in the Bidding documents for the Contract Price derived from the Bid and within the Contract Times indicated in the Agreement and in accordance with the other terms and conditions of the Bidding Documents.

**3 ADDENDA**

3.01 BIDDER acknowledges receipt of the following ADDENDUM No's.:  
N/A \_\_\_\_\_, N/A \_\_\_\_\_, N/A \_\_\_\_\_, N/A \_\_\_\_\_

(BIDDER shall insert number of Addendum received) and agrees that Addenda issued are hereby made part of the Contract Documents, and BIDDER further agrees that this BID includes impacts resulting from said Addenda.

**4 BID PRICE**

4.01 In the event of a discrepancy, the amount in words shall prevail.

**BID FORM**

4.02 Estimated quantities are not guaranteed. All computations of the Contractor's compensation shall be based upon the quantities of work actually performed, whether greater or less than estimated quantities.

4.03 The BIDDER hereby acknowledges that the bid prices are based solely on the BIDDER's own estimate of costs, and includes all applicable overhead, and profit.

BASE BID:

PRICE: \$ \$463,810.96

*written price:* Fourhundred Sixty -Three Thousand Eghit Hundred Ten Dollars and Ninety- Six cents

ALTERNATE #1- ADDITIONAL STREETS:

PRICE: \$ \$226,696.59

*written price:* Twohundred Twenty-six Thousand six hundered Ninety Six Dollars and Fifty-nine cents

Respectfully submitted by:

Boswell Asphalt Paving Solutions, Inc

*(Business Name)*

Corporation


*(Type of Bidder: Individual, Partnership, Corporation, Joint Venture)*

IDAHO

*(State of Incorporation)*

By:

Mark D. Boswell

  
*(Name and Signature of Person Authorized to Sign)*

*For a Joint Venture, each Joint Venture must sign*

Director

*(Title)*

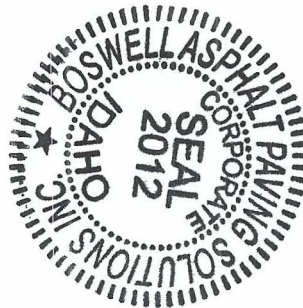
PUBLIC WORKS LICENSE NO.: 015162-AAA-4

(Corporate Seal)

Name, telephone number, and address for receipt of official communications and for additional information on this BID:

Name: Mark D. Boswell  
Title: Director  
Tel. No.: 208-412-2136  
Address: 1651 W. Jarvis Ct. Meridian Idaho 83642

DATE SUBMITTED: 11/26/2025



BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto the CITY OF KETCHUM as OWNER in the penal sum of \_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

The Condition of the above obligation is such that whereas the Principal has submitted to the CITY OF KETCHUM certain BID attached hereto and hereby made a part hereof to enter into a contract in writing for the Work associated with 2026 DOWNTOWN CHIP SEAL .

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL (If BID is by a corporation)

By: \_\_\_\_\_  
(Signature)

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Witness: \_\_\_\_\_  
(Signature)

IMPORTANT - Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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## NOTICE OF AWARD AND ACCEPTANCE BY CONTRACTOR

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TO: CONTRACTOR: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

FROM: OWNER: CITY OF KETCHUM  
PROJECT: **2026 DOWNTOWN CHIP SEAL**

The OWNER has considered the Bid Proposal submitted by you for the project noted above in response to its Invitation to Bidders dated \_\_\_\_\_, 2025.

You are hereby notified that your Bid Proposal has been accepted for items according to the BID PROPOSAL - SCHEDULE OF ITEMS AND PRICES.

in the amount of:

\_\_\_\_\_

You are required by the Instructions to Bidders to execute the AGREEMENT and furnish the required PERFORMANCE BOND, PAYMENT BOND, and CERTIFICATES OF INSURANCES within TEN (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said Bonds and Insurance within TEN (10) days from the date of this Notice, the OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid Proposal as abandoned and award the WORK covered by your Bid Proposal to another Bidder, or to re-advertise the WORK or dispose thereof, as the OWNER may see fit and is entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF KETCHUM

By: \_\_\_\_\_

Title: \_\_\_\_\_

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### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged on this \_\_\_\_\_ day

of \_\_\_\_\_, 2025 by: \_\_\_\_\_  
(Contractor)

By (Printed Name): \_\_\_\_\_

Title: \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT WITH \_\_\_\_\_  
FOR 2026 DOWNTOWN CHIP SEAL SERVICES**

This Independent Contractor Agreement ("Agreement") is made and entered effective to the \_\_\_\_ day of \_\_\_\_ 2025, by and between the City of Ketchum, an Idaho municipal corporation ( "City"), and \_\_\_\_\_ ("Contractor").

**FINDINGS**

- A. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
- B. The City is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City. Idaho Code §50-301 *et seq.*
- C. Contractor independently provides certain professional services which may be beneficial and of use for the general welfare of the City.
- D. The City finds that it is economical and efficient and that is in the best interests of the City to contract with Contractor for certain services as set forth herein ("Services").

NOW, THEREFORE, the Parties enter into this Agreement according to the following terms and conditions:

1. **Description of Services.** The project consists of chip-sealing the following downtown streets: 1<sup>st</sup> Street, 2<sup>nd</sup> Street, 3<sup>rd</sup> Avenue, West 4<sup>th</sup> Street, East 5<sup>th</sup> Street, West Sun Valley Road, Leadville Avenue, Washington Avenue, West River Street, Spruce Street, Walnut Avenue (1 block) and East & West Saddle Road.
2. **Payment for Services.** In exchange for the Services, the City shall pay Contractor \_\_\_\_\_ *[Insert fee or rates; or reference and attach as exhibit a fees/costs sheet. Include any not to exceed.]* Contractor shall track and report to the City as to the Service activities and all time expended on the Services. City will also reimburse Contractor, upon presentation of reports and receipts, for reasonable travel expenses required to provide the Services. Invoices for payment will be submitted monthly and payment made by City upon City review and approval within approximately thirty days.
3. **Term.** The term of this Agreement shall be through the duration and conclusion of the Services, not to exceed one year from the date of this Agreement. This term may be renewed or extended upon further written agreement between the parties.
4. **Independent Contractor.** Contractor performs the Services hereunder solely and exclusively as an independent contractor. Contractor is not an employee, servant, agent, partner, or joint venture of the City. The City will determine the projects or Services to be done by Contractor, but Contractor will determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create or establish any employee-employee relationship between the City and Contractor or make Contractor eligible for any City employment benefits. Contractor is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.



5. **Performance and Warranty.** Contractor will provide its own tools and equipment as needed to perform the Services. Contractor warrants that all equipment used to perform this Agreement will function safely, properly, and efficiently. Contractor warrants that all services will be timely performed in a safe, professional, and workmanlike manner.
6. **Indemnification.** Contractor releases, holds harmless, and agrees to indemnify City from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of Contractor, its managers, members, directors, officers, shareholders, agents, and employees.
7. **Licensing.** Contractor represents that Contractor possesses the requisite skill, knowledge, and experience necessary to perform the Services. Contractor represents it has or agrees to obtain and maintain all necessary registrations, licenses, and insurance as may be required by the State of Idaho for the performance of the Services under this Agreement.
8. **Insurance.** Contractor is not covered by the City's liability insurance policy. Contractor shall carry and maintain liability insurance in the following minimum amounts:
- |                       |                                                                        |
|-----------------------|------------------------------------------------------------------------|
| General liability     | \$1,000,000.00 per occurrence;<br>\$2,000,000.00 aggregate.            |
| Commercial Auto       | \$1,000,000.00                                                         |
| Worker's Compensation | As required by the State of Idaho, and not less than<br>\$1,000,000.00 |

Proof of said insurance shall be provided to City. Each policy of insurance required shall provide for no less than thirty-day advance notice to City prior to cancellation. In addition, the City shall be named a "Additional Insured" by all contractors and subcontractors.

9. **Notice.** All notices under this Agreement shall be in writing and addressed as follows:

CITY:  
City of Ketchum  
Attn: City Administrator  
P.O. Box 2315  
191 5<sup>th</sup> St., West  
Ketchum, ID 83340

CONTRACTOR

10. **Compliance with Laws/Public Records.** Contractor, its managers, members, directors, officers, shareholders, agents, and employees shall comply with all federal, state and local laws, rules, and ordinances. This Agreement does not relieve Contractor of any obligation or responsibility imposed upon Contractor by law. Without limitation, Contractor hereby acknowledges that all writings and documents, including without limitation email, containing information relating to the conduct or administration of the public's business prepared by Contractor for City regardless of physical form or characteristics may be public records pursuant to the Idaho Public Records Act. Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor shall maintain such writings and records in such a manner that they may readily identified, retrieved and made available for such inspection and copying. Should Contractor wish to claim an exemption to disclosure on any record, Contractor shall identify such in advance and assume all costs of defense on any associated legal action to defend such claimed exemption from disclosure.

11. Non-Assignment. Contractor hereby acknowledges that City has agreed to enter this Agreement based in part on Contractor's unique skills and reputation for professional work. Accordingly, Contractor may not assign, subcontract, or transfer in any manner this Agreement or any of Contractor's right, title or interest in or to this Agreement without the prior written consent of City.
12. Amendments. This Agreement may only be changed, modified, or amended in writing executed by all parties.
13. Non-Waiver. The failure of either party to exercise any of its rights under this Agreement at any time does not constitute a breach of this Agreement and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
14. Headings. The headings in the Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.
15. Attorney Fees and Costs. In the event that either party hereto is required to retain the services of an attorney to enforce any of its rights hereunder, the non-prevailing party shall pay to the prevailing party all reasonable costs and attorney fees incurred in such enforcement, whether or not litigation is commenced and including reasonable costs and attorney fees on appeal.
16. Governing Law. This Agreement shall be governed by the laws of the State of Idaho. Venue shall be in the Fifth Judicial District, Blaine County, Idaho.
17. Entire Agreement. This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes any and all prior Agreements between the parties hereto respecting such matter.
18. Severability. If any part of this Agreement is held to be invalid or unenforceable, such part shall be considered as stricken and the rest of this Agreement shall continue in full force and effect and so as to preserve the agreement and intent to the fullest possible extent.
19. Execution and Signatures. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
20. Authority. The parties executing this Agreement warrant, state, acknowledge, and affirm that they have the authority to sign the same and to bind themselves to the terms contained herein.

IN WITNESS WHEREOF, the Parties execute this Agreement.

**CITY OF KETCHUM**

**, CONTRACTOR**

\_\_\_\_\_  
Neil Bradshaw, Mayor

\_\_\_\_\_  
[Name]

ATTEST:

\_\_\_\_\_  
[Name]  
City Clerk



KNOW ALL MEN BY THESE PRESENTS: that

a \_\_\_\_\_, hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound unto

City of Ketchum  
PO Box 2315  
191 W 5<sup>th</sup> Street  
Ketchum, Idaho 83340

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, a copy of which is hereto attached and made a part hereof for the construction of:  
**2026 DOWNTOWN CHIP SEAL .**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.



KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
\_\_\_\_\_

a \_\_\_\_\_, hereinafter called Principal, and

\_\_\_\_\_  
\_\_\_\_\_

hereinafter called Surety, are held and firmly bound unto

City of Ketchum  
PO Box 2315  
191 W 5<sup>th</sup> Street  
Ketchum, Idaho 83340

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) [min 10% of total contract value] in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, a copy of which is hereto attached and made a part hereof for the construction of:  
**2026 DOWNTOWN CHIP SEAL.**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof of which may be granted by the OWNER, with or without notice to the Surety and during the two year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in (3) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.



ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
(Surety) Secretary

(Seal)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

NOTE:           Date of BOND must not be prior to date of Contract.  
                  If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT:    Surety companies executing BONDS must appear on the Treasury Department's  
                  most current list (Circular 570 as amended) and be authorized to transact business  
                  in the State where the PROJECT is located.

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as a placeholder for certificate of insurance from Contractor

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## NOTICE TO PROCEED AND ACCEPTANCE BY CONTRACTOR

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TO:            CONTRACTOR: \_\_\_\_\_  
                 ADDRESS: \_\_\_\_\_  
                 \_\_\_\_\_

FROM:            OWNER: CITY OF KETCHUM  
                 PROJECT: 2026 DOWNTOWN CHIP SEAL

                 CONTRACT NO.: \_\_\_\_\_  
CONTRACT AMOUNT: \$ \_\_\_\_\_

You are hereby notified to commence WORK on \_\_\_\_\_ in accordance with the AGREEMENT, and you are to complete the WORK by \_\_\_\_\_, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF KETCHUM

By: \_\_\_\_\_

Title: \_\_\_\_\_

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### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by: \_\_\_\_\_

(Contractor)

By (Printed Name): \_\_\_\_\_

Title: \_\_\_\_\_

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# STANDARD FORMS

# CONTRACTOR'S APPLICATION FOR PAYMENT

	Application Period:	Application Date:
To (Owner): <b>CITY OF KETCHUM</b>	From (Contractor):	Via (Engineer):
Project: <b>2026 DOWNTOWN CHIP SEAL</b>	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

## APPLICATION FOR PAYMENT

### Change Order Summary

Approved Change Orders:				
Number	Additions	Deductions		\$
			1. ORIGINAL CONTRACT PRICE.....	\$
			2. Net change by Change Orders.....	\$
			3. <b>CURRENT CONTRACT PRICE (Line 1+Line 2).....</b>	<b>\$</b>
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Progress Estimate).....	\$
			5. RETAINAGE:	
			a. ____% x \$_____ Work Completed.....	\$
			b. ____% x \$_____ Store Material.....	\$
			c. Total Retainage (Line 5a + Line 5b).....	\$
			6. AMOUNT ELIGIBLE TO DATE (Line 4-LINE 5c).....	\$
			7. LESS PREV. PAYMENTS (Line 6 from prior Appl.)..	\$
			8. <b>AMOUNT DUE THIS APPLICATION</b> .....	<b>\$</b>
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Line 3 – Line 7 – Line 8 + Line 5c) .....	\$
TOTALS				
NET CHANGE BY CHANGE ORDERS				

## CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from OWNER on account of Work done under this Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials, and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest or encumbrances); and, (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:
Date:

Payment of:\$ \_\_\_\_\_  
(Line 8, or other w/explanation)

Is recommend by: \_\_\_\_\_  
(Engineer) (Date)

Payment of:\$ \_\_\_\_\_  
(Line 8, or other w/explanation)

Is approved by: \_\_\_\_\_  
(Owner) (Date)

Approved by: \_\_\_\_\_  
Funding Agency (if applicable) (Date)

In accordance with the General Conditions of this Contract, the CONTRACTOR is directed to make changes noted in this Field Order. However, if in the opinion of the CONTRACTOR, this work constitutes a change in Contract Price or Contract Time according to the General Conditions, the CONTRACTOR shall not accept this Field Order, but shall prepare a Change Order Request based on the work defined herein.

Project: 2026 DOWNTOWN CHIP SEAL DATED: \_\_\_\_\_

Owner: CITY OF KETCHUM

Address: PO Box 2315; 191 W 5<sup>th</sup> Street

KETCHUM, ID 83340

Contractor: \_\_\_\_\_

Contract for: \_\_\_\_\_

Engineer: \_\_\_\_\_

Owner: \_\_\_\_\_

You are directed to proceed promptly with the following change(s):

**Attachments (list documents supporting change):**

RECOMMENDED BY: \_\_\_\_\_ (ENGINEER)

If this Field Order is acceptable to CONTRATOR as presented, acknowledge accordingly by signing below:

ACCEPTED BY: \_\_\_\_\_ (CONTRACTOR)

If this Field Order is acceptable to OWNER as presented, acknowledge accordingly by signing below:

ACCEPTED BY: \_\_\_\_\_ (OWNER)

## CHANGE ORDER

Date of Issuance: _____		Effective Date: _____
Project: 2026 DOWNTOWN CHIP SEAL	Owner: City of Ketchum	Owner's Contract No.: _____
Contract: _____		Date of Contract: _____
Contractor: _____		Engineer's Project No. _____

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Attachments: (List documents supporting change):

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

\$ \_\_\_\_\_

Contract Price prior to this Change Order:

\$ \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

\$ \_\_\_\_\_

Contract Price incorporating this Change Order:

\$ \_\_\_\_\_

**CHANGE IN CONTRACT TIMES:**

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_



**CHANGE ORDER**

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Approved by Funding Agency (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

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## Change Order Instructions

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### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect the Contract Price or Contract Time.

Changes that affect Contract Price or Contract Time should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.